



**AGENDA**  
**CITY COUNCIL**  
**Work Session – April 16, 2018, 5:00 p.m.**  
**Council Chambers**

*1368 Research Park Dr  
Beavercreek, Ohio*

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. DISCUSSION ITEMS
  - A. PACE
  - B. Master Plan Update
  - C. Pedestrian Bridge Signage
  - D. Unsolicited Printed Materials
- V. COUNCIL COMMITTEE/EVENT UPDATES
- VI. ADJOURNMENT

pet

interoffice  
MEMORANDUM

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**To:** Pete Landrum, City Manager  
**From:** Mike Thonnerieux, Public Administrative Services Director   
**Subject:** Pedestrian Bridge Signage  
**Date:** 4-12-18

In preparing for the additional appropriations to pay ODOT for the close out of the Pedestrian bridge project the discussion about signage on the pedestrian bridge was discussed internally. It is my understanding that it is your desire to request direction from Council on their desire to pursue a signage and maintenance agreement with the City of Fairborn. Since there are several new council members in each community and a new manager in each community, the following should provide a brief timeline of the events and the attachments should help provide that background necessary to make a decision.

In 2012, the City of Beavercreek, City of Fairborn, Clark State Community College and Wright State University entered into a Project Cooperation Agreement. Number 8 of this agreement states that "In order for signage to be placed on or related to the bridge, 100% of the signed parties must agree on the content, the placement, the duration and the long term maintenance of said signage."

Ohio Department of Transportation (ODOT) approved the signage proposal for "Wright State Way" to be placed on the bridge and the concept of the logos of the City of Beavercreek and the City of Fairborn to be placed on the South and North side of the Bridge respectively. ODOT regulations prohibited Clark State signage to be placed on the bridge. During the summer of 2015 it became apparent that Wright State University was ready to move forward with their signage before the rest of the parties. Several signage proposals were developed however for a variety of reasons no movement was being made on the City of Beavercreek or City of Fairborn signs. Fairborn was in the process of a new branding process and the City of Beavercreek was not financially ready to move forward with signage.

Since Wright State was ready to implement signage on the bridge prior to the other parties it was agreed that Wright State could move forward with their signage on the bridge. All parties agreed as required by Number 8 of the Project Cooperation Agreement and a signage and maintenance agreement was signed by Beavercreek and Wright State.

In 2016, the City of Fairborn completed their rebranding process and was ready to move forward with signage on the pedestrian bridge located over 675. The City of Beavercreek had also allocated funds for the signage to be placed. In 2017, the City of Beavercreek and the City of Fairborn could not agree on a signage and maintenance agreement to place the City logo's on the bridge. The previous council determined not to move forward with placing the City of Beavercreek logo or the City of Fairborn logo on the bridge.

**Attachments:**

Project Cooperation Agreement  
I-675 Pedestrian Bridge Signage and Maintenance Agreement  
Ped Bridge Schematic Plan  
Exhibit A Signage

**I-675 PEDESTRIAN BRIDGE PROJECT; PID #84238  
PROJECT COOPERATION AGREEMENT**

This Agreement is entered into on the 29<sup>th</sup> day of May, 2012, by and between the City of Fairborn, Ohio ("Fairborn"), the City of Beavercreek, Ohio ("Beavercreek"); both municipalities organized under and pursuant to the laws of the State of Ohio, Clark State Community College, and Wright State University.

WHEREAS, certain State and/or Federal funds are now available to Fairborn, Beavercreek, Clark State Community College, and Wright State University for the purpose of designing, right-of-way acquisition and construction of improvements known as the I-675 Pedestrian Bridge Project; PID #84238 (the "Project"); and

WHEREAS, cooperation between the parties provides cost savings and reduction of expenses for the parties; and

WHEREAS, completion of the Project will benefit Fairborn, Beavercreek, Clark State Community College, and Wright State University; and

NOW THEREFORE, in consideration of the mutual promises and benefits, and other consideration between the parties, Fairborn, Beavercreek, Clark State Community College, and Wright State University agree as follows:

1. **PHASE I:** Beavercreek shall be considered the "Lead Agency" and shall contract with appropriate consulting engineers for the preparation of all necessary plans for the Project and will pay all costs associated with such plan preparation, less any State and/or Federal payments received for the Project. The total cost of Phase I is estimated to be \$240,000 and the estimated total local share for Phase I of the Project is estimated to be \$48,000.
2. **PHASE II:** Beavercreek shall contract with appropriate right-of-way acquisition consultants, shall have all necessary appraisals performed, and shall have all other work completed that is necessary to acquire any additional right-of-way necessary for the construction of the Project. Beavercreek shall pay all costs associated with the right-of-way acquisition work, less any State and/or Federal payments. The total cost of Phase II is estimated to be \$20,000 and the estimated total local share for Phase II of the Project is estimated to be \$4,000.

Fairborn agrees to take any and all steps required for the appropriation of right-of-way within Fairborn's jurisdiction. In the event that an appropriation action is needed to acquire the right-of-way or temporary easements necessary in the construction of this improvement, then Beavercreek shall be required to deposit with the Greene County Clerk of Courts the approved property fair market value. Any payments due to the property owner over and above the approved property fair market value shall be subject to the approval of Beavercreek, and if this approval is given, then this additional amount shall also be paid by Beavercreek.

3. **PHASE III:** Upon the request of the Ohio Department of Transportation, Beavercreek shall deposit with the Treasurer of the State of Ohio the estimated total local share of the Project construction cost estimated at \$550,000. Prior to Beavercreek depositing any monies with the Treasurer of the State of Ohio, Clark State Community College and Wright State University each agree to pay Beavercreek the sum listed below:



Clark State Community College - \$20,000  
Wright State University - \$70,000  
Fairborn - \$0

The current project schedule requires that these amounts be paid to Beavercreek within 60 days of being requested, but in no case any later than the last day of July 2013, or earlier than the first day of January 2013.

Additional contributions by the parties to this agreement due to cost overruns, any refunds due to lower than expected costs, or refunds due to the cancelation of the Project shall be made in accordance with section 4 of this agreement.

4. If the actual local share costs exceed the estimated amount listed in Phase III, Beavercreek reserves the right to request additional proportionate contributions from the other parties. Fairborn, Clark State Community College, and Wright State University may refuse to honor Beavercreek's request for additional contributions only if the amount of this request, when added to any previous financial contributions, would exceed the amounts listed below:

Fairborn - \$0  
Clark State Community College - \$20,000  
Wright State University - \$70,000

If the actual local share costs exceed the estimated amount listed in Phase III, Beavercreek reserves the right to terminate this agreement and cancel the I-675 Pedestrian Bridge Project. Upon the cancelation of this agreement any outstanding project invoices shall be paid by Beavercreek and refunds shall be made to the other parties from any remaining local funds on a proportionate basis within 30 days from the date of the cancelation. Should the actual Phase III costs be less than the funds deposited with the State of Ohio, proportionate refunds of Phase III costs will be paid within thirty days following the return of excess funds by the State of Ohio to Beavercreek.

5. It is anticipated that the Ohio Department of Transportation will administer the construction of the Project. Following the completion of the Project, the Ohio Department of Transportation may request additional funds to pay the cost of any extra work items they deemed necessary during construction, or to pay construction inspection costs that exceed the Ohio Department of Transportation pre-construction estimate. In the event the Ohio Department of Transportation requests additional funds following Project construction Beavercreek may request additional contributions as provided for in section 4 of this agreement.
6. Beavercreek shall be responsible for the management of the Project and shall maintain all applicable project records.
7. As may be necessary and proper, Fairborn, Beavercreek, Clark State Community College, and Wright State University shall further cooperate with the other respective parties in any other aspect of the Project.
8. In order for signage to be placed on or related to the bridge, 100% of the signed parties must agree on the content, the placement, the duration and the long term maintenance of said signage.

9. It is understood that Clark State Community College's obligations under this agreement are funded in whole or in part by State funds. It is agreed that any and all obligations of State funds by Clark State Community College under this agreement are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and/or other obligations that may be due under the agreement, then all of Clark State Community College's obligations under this agreement are terminated as of the date that the funding expires without further obligation of the State or Clark State Community College.
10. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this agreement shall impute or transfer any such responsibility from one to another.
11. By signing this agreement, Beavercreek certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
12. Beavercreek covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with Clark State Community College or projects or programs funded by Clark State Community College, has any personal financial interest, direct or indirect, in this agreement. Beavercreek further covenants that in the performance of this agreement, no person having such conflicting interest shall knowingly be employed by Beavercreek. Any such interest, on the part of Beavercreek or its employees, when known, must be disclosed in writing to Clark State Community College.
13. Beavercreek hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the intent to be bound thereby.

WITNESS

Ronny L. Davis  
Julie L. Taylor

CITY OF FAIRBORN, OHIO

Richard A. Holman  
Its: City Manager

2/17/12  
Date

WITNESS

Cynthia R. Hurd

Amy J. Mudgett

CITY OF BEAVERCREEK, OHIO

[Signature]  
Its: City Manager

5/29/12  
Date

WITNESS

[Signature]  
Robert E. Harvey  
4/25/2012

WRIGHT STATE UNIVERSITY

[Signature]  
Its: VP, BUSINESS AFFAIRS

4/25/12  
Date

WITNESS

Angela Edwards

Diana A. Dwyer

CLARK STATE COMMUNITY COLLEGE

[Signature]  
Its: VP Business Affairs

4-06-12  
Date

Treasurer's Certification:

By: [Signature]

VP Business Affairs  
Clark State Community College

Date: 4-06-12

This signature certifies the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.



**I-675 PEDESTRIAN BRIDGE  
SIGNAGE AND MAINTENANCE AGREEMENT**

This Agreement is entered into on the 28<sup>th</sup> day of August, 2015, by and between the City of Beavercreek, Ohio ("Beavercreek"); and Wright State University.

WHEREAS, Wright State University desires to install signage upon the pedestrian bridge crossing I-675, located just to the west of N. Fairfield Road; and

WHEREAS, the long term maintenance of the pedestrian bridge is the responsibility of Beavercreek; and

WHEREAS, the long term maintenance of Wright State University signage to be attached to the bridge is the responsibility of Wright State University; and

WHEREAS, It is necessary to delineate maintenance responsibilities and the payment of costs associated with said Wright State University signage to be attached to the Beavercreek maintained pedestrian bridge; and

NOW THEREFORE, in consideration of the mutual promises and benefits, and other consideration between the parties, Beavercreek and Wright State University agree as follows:

1. The content of the sign, design of the sign, and method of sign attachment of the Wright State University signage must be approved by Beavercreek prior to installation.
2. Beavercreek shall be responsible for the submittal of any necessary permits to the Ohio Department of Transportation. It is understood by both parties that a permit will need to be obtained from the Ohio Department of Transportation before the sign installation work may proceed.
3. Wright State University shall be responsible for any and all costs associated with the design and installation of Wright State University signage upon the Beavercreek maintained pedestrian bridge.
4. Beavercreek shall make periodic inspections of the signage and shall inform Wright State University of any repairs to the signage that may be necessary to maintain its proper function and appearance. Wright State University agrees to perform any maintenance or repairs on the signage as directed by Beavercreek within 30 days from the receipt of notice.
5. If the Beavercreek City Engineer determines emergency repairs are necessary to the signage to mitigate a potential hazard to the traveling public, Beavercreek may have the necessary repairs made and shall invoice Wright State University for the costs incurred by Beavercreek. Wright State University agrees to reimburse Beavercreek for any emergency repairs within 30 days from the receipt of the invoice.
6. Wright State University agrees to pay Beavercreek \$140,000 within 60 days following the successful completion of the installation of the Wright State University signage as



additional compensation towards the local share of the bridge construction costs as described in the Project Cooperation Agreement dated May 29, 2012.

7. This agreement allows for the Wright State University signage to remain upon the Beavercreek- maintained bridge for a minimum of twenty-five (25) years from the date that installation is completed, unless the parties mutually agree to a different date, including renewal of this agreement, subject to terms negotiated at the time of renewal, or to remove said signage at an earlier date. Additionally, after the twenty-five (25) year term is completed, Beavercreek may request the removal of the Wright State University signage by providing written notice to the University. Wright State University agrees to remove the signage within six (6) months following the receipt of written notice by Beavercreek. Wright State University agrees to pay any and all costs associated with the removal of this signage. Wright State University agrees to return the bridge to its original condition, prior to the installation of the sign. Wright State University further agrees to pay the cost of any necessary repairs to the bridge caused by the sign removal. Upon the removal of the Wright State University signage from the Beavercreek- maintained bridge, this agreement shall be considered to be expired and neither party shall have any further obligations under this agreement.
8. Both parties will provide a current contact person who is responsible for handling issues related to the maintenance of the Wright State University signage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with the Intent to be bound thereby.

WITNESS

Cynthia D. Buehl  
Amy J. Layne

CITY OF BEAVERCREEK, OHIO

11/11/15  
Its: City Manager

Michael A. Cornell  
City Manager  
City of Beavercreek

Date

WITNESS

[Signature]  
[Signature]

WRIGHT STATE UNIVERSITY

Its:

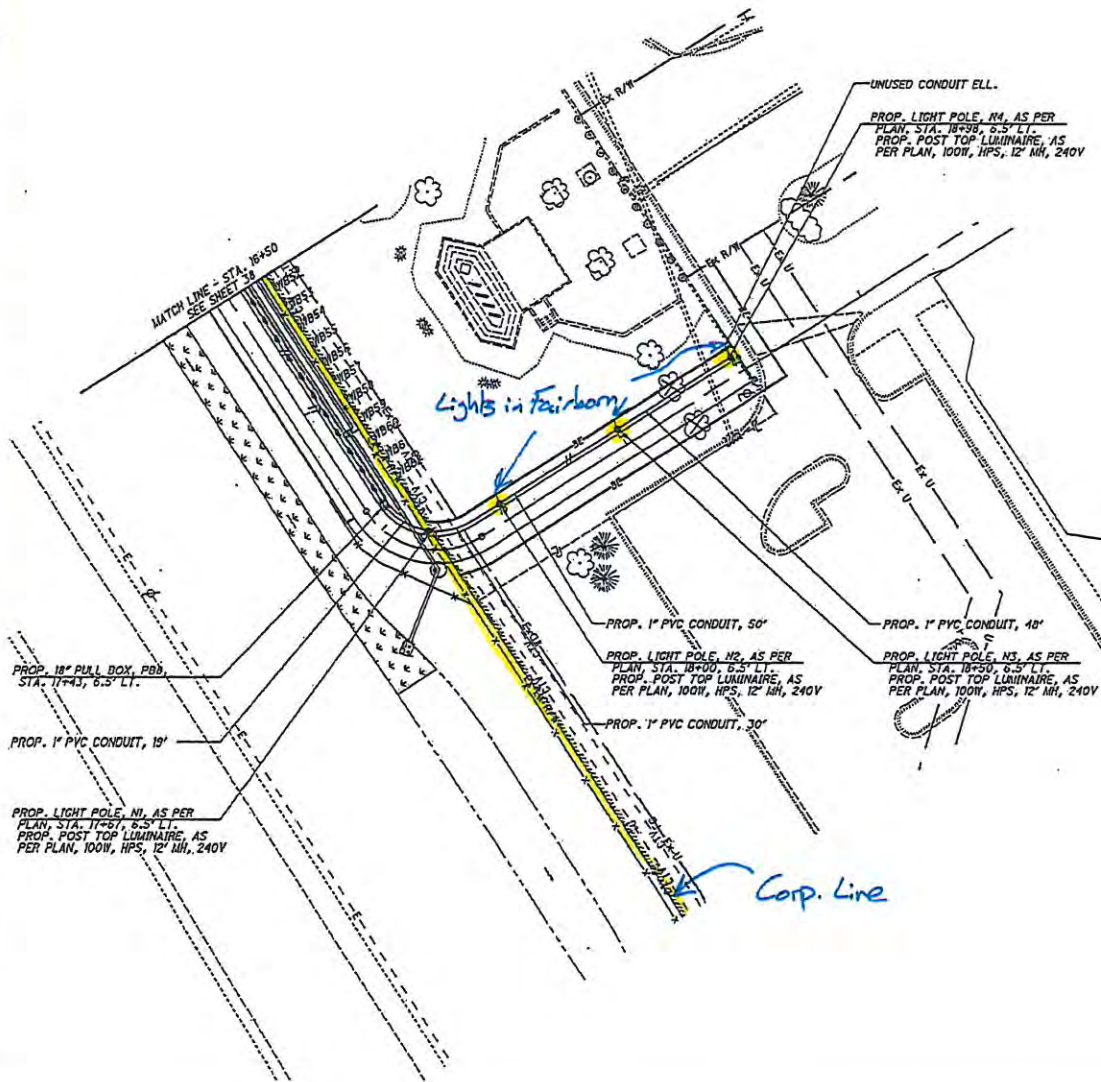
Date

Robert E. Hickory Jr.  
August 28, 2015









SEE DETAIL ON SHEET 46 FOR JUNCTION BOXES  
AND DECK LIGHT MOUNTING.

SEE BRIDGE LIGHT TABLE ON SHEETS 40 FOR  
LUMINAIRE PLACEMENT DETAILS.

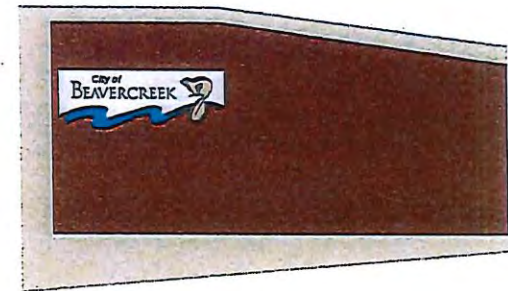
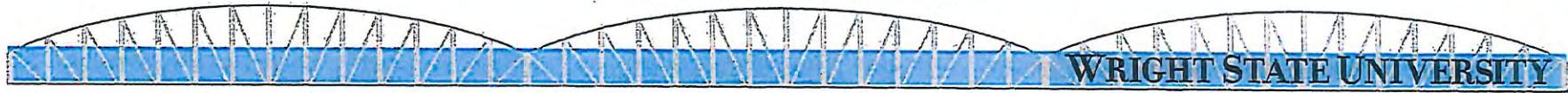


## EXHIBIT A

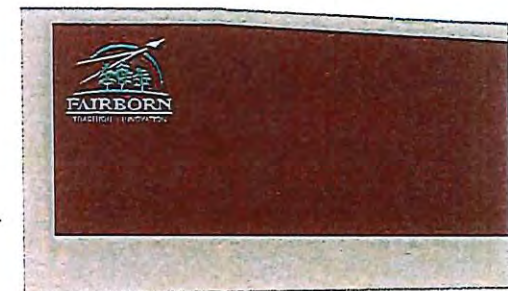
FS 30475

FS 30109

VERSION 4 REVISION: NORTHBOUND



VERSION 4 REVISION: SOUTHBOUND



DEC

# MEMORANDUM

TO: Mayor and City Council  
CC: Pete Landrum, City Manager  
FROM: Stephen M. McHugh  
DATE: April 12, 2018  
RE: Unsolicited Printed Materials

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The Unsolicited Printed Materials ordinances passed in May 2003 the ordinance provided a way for citizens to request the publisher and distributors of unwanted printed materials to stop distributing the material to their residents. The ordinance also made it a minor misdemeanor to continue delivery after notification from the resident. The original ordinance is attached. I have attached a draft ordinance, which removes the misdemeanor charge and authorizes civil action by the resident.

I do not recommend the City be responsible to prosecute and fund these actions. The revised ordinance is intended to allow residents to pursue legal action, should the resident choose to do so.

ORDINANCE NO. \_\_\_\_\_

CITY OF BEAVERCREEK

SPONSORED BY COUNCIL MEMBER \_\_\_\_\_ ON THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018

**AN ORDINANCE REPEALING CURRENT SECTION 94.07  
“UNSOLICITED PRINTED MATERIALS” OF THE CITY OF  
BEAVERCREEK CODE OF ORDINANCES, AND ADOPTING  
NEW SECTION 94.07 “UNSOLICITED PRINTED MATERIALS”  
OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES.**

WHEREAS, Ordinance Section 94.07 authorizes citizens to request publishers of unsolicited printed material to stop delivery of such material to a private residence; and

WHEREAS, Council intends to remove criminal penalties for violations of Ordinance Section 94.07; and

WHEREAS, Council intends to grant citizens the right to private cause of action against publishers for failing to stop delivery of unsolicited printed materials.

**NOW, THEREFORE, THE CITY OF BEAVERCREEK HEREBY  
ORDAINS:**

SECTION I.

Section 94.07, entitled “Unsolicited Printed Materials”, is hereby repealed and new Section 94.07, entitled “Unsolicited Printed Materials”, is hereby enacted as follows with new language in **bold** and text to be deleted in ~~strikeout~~:

**§ 94.07 UNSOLICITED PRINTED MATERIALS**

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (1) *PUBLISHER.* The person responsible for the publication or distribution of unsolicited material.
- (2) *UNSOLICITED PRINTED MATERIAL.* Any printed material regardless of content, including, but not limited to, any handbill, dodger, circular, newspaper, paper, booklet, poster, or any other printed material of a like or similar nature, which is placed on the yard, grounds, driveway, walkway, building structure, or doorstep of any private residence, at regularly scheduled intervals, without the prior consent of the property owner or occupant. This term does not include such materials sent by United States mail.

*(B) Request to stop delivery.*

(1) Any owner or occupant of a private residence may request a publisher of unsolicited printed material to stop delivering such material to the residence. This request shall be made in writing and shall be sent to such publisher by certified United States mail, return receipt requested.

(2) Upon receipt of a written request provided for in division (B)(1), a publisher shall make a good faith effort to stop delivery of such material to said residence as soon as possible, but, in no event, shall delivery continue 30 days after receipt of the request.

~~(3) Upon receipt of a written request provided for in division (B)(1), a publisher shall not deliver such material to said residence for a period of two years. After the expiration of this time period, the publisher may deliver such material to said residence, subject to the provisions of division (B)(2).~~

~~(C) *Penalty.* Whoever violated any provision of this section is guilty of a minor misdemeanor.~~

(C) *Legal Action.* If the publisher fails to cease delivery of such material upon a reasonable time after receipt of a written request, the owner or occupant of the private residence shall be entitled to pursue private legal action as said owner or occupant deems necessary or appropriate.

SECTION II.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III.

This Ordinance shall take effect at the earliest date allowed by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF BEAVERCREEK COUNCIL



PREPARED BY: LEGAL DEPARTMENT

**SUMMARY**

THIS ORDINANCE REPEALS CURRENT SECTION 94.07 "UNSOLICITED PRINTED MATERIALS" OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES, AND ADOPTS NEW SECTION 94.07 "UNSOLICITED PRINTED MATERIALS" OF THE CITY OF BEAVERCREEK CODE OF ORDINANCES.

DRAFT

ORDINANCE NO. 03- 5

CITY OF BEAVERCREEK

SPONSORED BY COUNCIL MEMBER Blaser ON THE 14<sup>th</sup> TH DAY  
OF April, 2003.

AN ORDINANCE AMENDING THE BEAVERCREEK CODE OF ORDINANCES GRANTING OWNERS AND OCCUPANTS OF A PRIVATE RESIDENCE THE AUTHORITY TO REQUEST THE DISTRIBUTION OF UNSOLICITED PRINTED MATERIAL BE TERMINATED BY ADOPTING NEW CODE SECTION 94.07.

WHEREAS, Council finds that the distribution of unwanted printed materials at private residences within the City is a significant problem; and

WHEREAS, Council finds that the publishers and distributors of printed materials have the right to distribute these materials, but that right must be balanced against the rights of property owners to bar unwanted printed material from their private residences; and

WHEREAS, Council desires to protect the private property rights of the City's citizens and to minimize aesthetic detriment to the community caused by unwanted delivery of printed materials in a manner that will not significantly impact the ability of publishers and distributors to deliver their printed materials to individuals who wish to receive them.

NOW THEREFORE THE CITY OF BEAVERCREEK HEREBY ORDAINS:

SECTION I.

Section 94.07 of the Beavercreek Code of Ordinances is hereby ADOPTED to read as follows:

**§ 94.07 UNSOLICITED PRINTED MATERIALS.**

(A) *Definitions.* For the purposes of this section, the following terms shall have the following meanings:

(1) **PUBLISHER.** The person responsible for the publication or distribution of unsolicited printed material.

(2) **UNSOLICITED PRINTED MATERIAL.** Any printed material, regardless of content, including, but not limited to, any handbill, dodger, circular, newspaper, paper, booklet, poster, or any other printed material of a like or similar nature, which is placed on the yard, grounds, driveway, walkway, building structure, or doorstep of any private residence, at regularly scheduled intervals,

without the prior consent of the property owner or occupant. This term does not include such materials sent by United States mail.

(B) *Request to stop delivery.*

(1) Any owner or occupant of a private residence may request a publisher of unsolicited printed material to stop delivering such material to the residence. This request shall be made in writing and shall be sent to such publisher by certified United States mail, return receipt requested.

(2) Upon receipt of a written request provided for in part (B)(1), a publisher shall stop delivery of such material to said residence as soon as possible, but, in no event, shall delivery continue thirty (30) days after receipt of the request.

(3) Upon receipt of a written request provided for in part (B)(1), a publisher shall not deliver such material to said residence for a period of two (2) years. After the expiration of this time period, the publisher may deliver such material to said residence, subject to the provisions of part (B)(2).

(C) *Penalty.* Whoever violates any provision of this section is guilty of a minor misdemeanor.

SECTION II.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION III

This Ordinance shall take effect from and after the earliest date allowed by law.

PASSED this 12<sup>th</sup> day of May, 2003.

  
Mayor Perales

ADOPTED: May 12, 2003

ATTEST: Lucina W. Ball

CLERK OF BEAVERCREEK COUNCIL

INTRODUCED BY: \_\_\_\_\_

PREPARED BY: CITY ATTORNEY

SUMMARY

AN ORDINANCE AMENDING THE BEAVERCREEK CODE OF ORDINANCES GRANTING OWNERS AND OCCUPANTS OF A PRIVATE RESIDENCE THE AUTHORITY TO REQUEST THE DISTRIBUTION OF UNSOLICITED PRINTED MATERIAL BE TERMINATED BY ADOPTING NEW CODE SECTION 94.07.





**CITY COUNCIL**  
**Regular Meeting – April 23, 2018 6:00 p.m.**  
**Council Chambers**

1368 Research Park Dr  
Beavercreek, Ohio

**PROCLAMATIONS**

- ◆ Arbor Day
- ◆ Older Americans Month

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE AND PRAYER/MOMENT OF SILENCE – Vice Mayor Garcia
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
  - A. March 26, 2018 Regular Meeting
  - B. April 9, 2018 Regular Meeting
- VI. PUBLIC HEARING – PUD 18-1 Lehmann Rezoning
  - A. Applicant Presentation
  - B. Staff Presentation
  - C. Public Input
  - D. Council Input
  - E. Ordinance 18-06 (First Reading)
- VII. PUBLIC HEARING – PUD 18-2 Holiday Inn Express
  - A. Applicant Presentation
  - B. Staff Presentation
  - C. Public Input
  - D. Council Input
  - E. Ordinance 18-07 (First Reading)
- VIII. ORDINANCES, RESOLUTIONS AND PUDS
  - A. Ordinance 18-05 Appropriate the Right-of Way (Estate of Andrew E. Merritts) for Off-Street Parking Facility (Second Reading)
- IX. LIQUOR PERMITS
  - A. BR Beaver Creek LLC DBA Black Rock Bar & Grill (New)
- X. CITY MANAGER'S REPORT
- XI. MAYOR'S REPORT
- XII. COUNCIL TIME
- XIII. CITIZEN COMMENTS
- XIV. ADJOURNMENT



**CITY COUNCIL**  
**Regular Meeting – May 14, 2018 6:00 p.m.**  
**Council Chambers**

1368 Research Park Dr  
Beavercreek, Ohio

**PROCLAMATIONS**

- ◆ Kids to Parks Day
- ◆ Creek Classic, John Ankeney

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE AND PRAYER/MOMENT OF SILENCE – Council Member Curran
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
- VI. ORDINANCES, RESOLUTIONS AND PUDS
  - A. Ordinance 18-05 Appropriate the Right-of Way (Estate of Andrew E. Merritts) for Off-Street Parking Facility (Third Reading)
- VII. CITY MANAGER'S REPORT
- VIII. MAYOR'S REPORT
- IX. COUNCIL TIME
- X. CITIZEN COMMENTS
- XI. ADJOURNMENT

# PLANNING DEPARTMENT STATUS REPORT

*April 12, 2018*

## CITY COUNCIL

### April 23, 2018

- PUD 18-1, Lehman rezoning, public hearing, first reading
- PUD 18-2, Holiday Inn Express rezoning, public hearing, first reading

### May 14, 2018

- PUD 18-1, Lehman rezoning, public hearing, second reading
- PUD 18-2, Holiday Inn Express rezoning, public hearing, second reading

### May 29, 2018 (Tuesday)

- PUD 18-1, Lehman rezoning, third reading
- PUD 18-2, Holiday Inn Express rezoning, third reading

### Tabled / Delayed / Pending

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## PLANNING COMMISSION

May 2, 2018

- PUD 93-4, Major MOD, Beaver Creek Ground-Up outlot, public hearing
- PC 17-4, Roddy ASRA Detailed Site Plan, public hearing (indefinitely tabled Sept. 2017 PC meeting)
- PC 18-5, KNH Motors & Service Center conditional use, public hearing (tabled 4/4/18)
- PC 18-6, Piano Prep ASRA Detailed Site Plan, public hearing
- PC 18-7, Construction Standards Update, public hearing

### Currently Tabled / Delayed

- PC 18-1 Ohio Craft Cultivators conditional use, public hearing
- PC 18-2 Midwest Integrated Natural Therapies, conditional use, public hearing

### Commercial Permits Submitted and Under Review

- Clover Senior Apartments
- Trinity residential units
- BSM Properties (formerly Logan's)
- Home 2 Suites by Hilton



**BOARD OF ZONING APPEALS**

May 9, 2018

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Currently Tabled or Delayed

•  
•